STATE OF MICHIGAN

COURT OF APPEALS

DONALD W. GRANT and JANICE P. ANDAHAZY, Co-Trustees of the JESSIE E. POUND TRUST,

Plaintiffs-Appellants,

v

BENNETT PARK PEANUT & NOVELTY COMPANY, NETWORK PARKING, THOMAS M. KHALIL, JUDITH A. SALE, a/k/a JUDITH KHALIL, FARIS M. KHALIL, and DOLORES D. KHALIL,

Defendants-Appellees.

UNPUBLISHED
October 27, 1998

No. 202228
Wayne Circuit Court
LC No. 96-620392 CH

Before: Whitbeck, P.J., and McDonald and T. G. Hicks*, JJ.

MEMORANDUM.

In this action for declaratory and injunctive relief, plaintiffs appeal as of right an order granting summary disposition in favor of defendants. MCR 2.116(C)(10). We affirm. We decide this case without oral argument pursuant to MCR 7.214(E).

A license gives permission to do some act or series of acts on the land of the licensor without giving any permanent interest in the land. *Macke Laundry Service Co v Overgaard*, 173 Mich App 250, 254; 433 NW2d 813 (1988); *United Coin Meter Co v Gibson*, 109 Mich App 652, 655; 311 NW2d 442 (1981). A lease, on the other hand, gives the tenant possession of the property leased and exclusive use or occupation of it for all purposes not prohibited by the terms of the lease. *Macke, supra* at 253; *Gibson, supra* at 655-656. To be a valid lease, the contract must contain the names of the parties, an adequate description of the leased premises, the length of the lease term and the amount of rent. *Macke, supra* at 254; *Gibson, supra* at 656.

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* Circuit judge, sitting on the Court of Appeals by assignment.

Generally, contractual language is interpreted according to its plain meaning. *Schroeder v Terra Energy, Ltd*, 223 Mich App 176, 182; 565 NW2d 887 (1997). A court is obligated,

however, to look beyond the labels the parties assign to a document and through the form of the document to the substance of the agreement. *Rothenberg v Follman*, 19 Mich App 383, 391 & n 14; 172 NW2d 845 (1969).

If we were not to look beyond the label assigned the agreement and were to give effect to the agreement based on the plain meaning of the label, we would have to conclude that the agreement is a license agreement. A closer examination of the terms of the agreement, however, indicates that the agreement confers upon defendant Bennett Park and two of the individual defendants an exclusive occupation of the land, as reflected in the terms of the agreement that require defendants to maintain the premises and that allow defendants to erect lighting fixtures on the premises and "ropes, barricades or other devises to limit public access to the property . . . ." Because the agreement confers an exclusive use or occupation of the premises upon defendants, the agreement is a lease, despite its label. *Macke, supra* at 253-254; *Gibson, supra* at 654-658; *Rothenberg, supra* at 391 & n 14. Further support for the conclusion that the agreement is a lease is that the agreement specifically identifies the parties bound by the agreement, the property by legal description, the length of the lease term and the amount of rent to be paid. See *Gibson, supra*, at 657-658.

Because the agreement is a lease, and not a license, plaintiffs' remaining claims that the court erred when it refused to allow revocation under the legal principles governing revocation of licenses lack merit because the factual predicate for an application of these principles, the existence of a license, is absent. See *Macke, supra* at 254-255.

Affirmed.

/s/ William C. Whitbeck
/s/ Gary R. McDonald
/s/ Timothy G. Hicks